

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): October 31, 2024

NURIX THERAPEUTICS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

001-39398
(Commission
File Number)

27-0838048
(IRS Employer
Identification No.)

1700 Owens Street, Suite 205
San Francisco, California
(Address of Principal Executive Offices)

94158
(Zip Code)

(415) 660-5320
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading symbol(s) | Name of each exchange on which registered |
|---|-------------------|---|
| Common Stock, \$0.001 par value per share | NRIX | Nasdaq Global Market |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 8.01 Other Events.

As previously disclosed, on August 4, 2021, Nurix Therapeutics, Inc., a Delaware corporation (the “Company”), entered into an equity distribution agreement (the “Equity Distribution Agreement”) with Piper Sandler & Co. (“Piper Sandler”), which Equity Distribution Agreement was subsequently amended by Amendment No. 1 to the Equity Distribution Agreement entered into by the Company and Piper Sandler on July 11, 2024, in connection with the filing by the Company of a new universal automatic shelf registration statement on Form S-3 (File No. 333-280117) (the “Automatic Shelf Registration Statement”) with the Securities and Exchange Commission (the “SEC”) on July 11, 2024.

On October 31, 2024, the Company and Piper Sandler entered into Amendment No. 2 to the Equity Distribution Agreement, pursuant to which, from time to time, the Company may offer and sell through Piper Sandler, as sales agent, \$300.0 million of shares of the Company’s common stock, \$0.001 par value per share (the “Shares”), pursuant to one or more “at the market” offerings.

The offer and sale of the Shares is being made pursuant to the Automatic Shelf Registration Statement and the related prospectus, as supplemented by the prospectus supplement (the “Prospectus Supplement”) dated October 31, 2024, filed by the Company with the SEC pursuant to Rule 424(b) under the Securities Act of 1933, as amended.

The foregoing description of Amendment No. 2 to the Equity Distribution Agreement is only a summary and is qualified in its entirety by reference to the full text of Amendment No. 2 to the Equity Distribution Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

The legal opinion of Fenwick & West LLP relating to the Shares being offered pursuant to the Prospectus Supplement is filed as Exhibit 5.1 to this Current Report on Form 8-K.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy the Shares as discussed herein, nor shall there be any sale of the Shares in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| <u>Exhibit No.</u> | <u>Exhibit Title or Description</u> |
|--------------------|---|
| 5.1 | Opinion of Fenwick & West LLP |
| 10.1 | Amendment No. 2 to the Equity Distribution Agreement, dated October 31, 2024, by and between Nurix Therapeutics, Inc. and Piper Sandler & Co. |
| 23.1 | Consent of Fenwick & West LLP (included in Exhibit 5.1) |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NURIX THERAPEUTICS, INC.

Date: October 31, 2024

By: /s/ Arthur T. Sands
Arthur T. Sands, M.D., Ph.D.
President and Chief Executive Officer



555 California Street
12th Floor
San Francisco, CA 94104

415.875.2300
Fenwick.com

October 31, 2024

Nurix Therapeutics, Inc.
1700 Owens Street, Suite 205
San Francisco, California 94158

Ladies and Gentlemen:

We deliver this opinion with respect to certain matters in connection with the offering by Nurix Therapeutics, Inc., a Delaware corporation (the "**Company**"), of the Company's common stock, \$0.001 par value per share (the "**Common Stock**"), with an aggregate maximum offering price of up to \$300.0 million (the "**Placement Shares**"), to be issued from time to time pursuant to that certain Equity Distribution Agreement, dated as of August 4, 2021, as amended by Amendment No. 1 to the Equity Distribution Agreement, dated July 11, 2024 and Amendment No. 2 to the Equity Distribution Agreement, dated October 31, 2024, (the "**Offering Agreement**"), between the Company and Piper Sandler & Co. The Placement Shares will be registered pursuant to the automatically effective Registration Statement on Form S-3 (File No. 333-280117) filed by the Company with the Securities and Exchange Commission (the "**Commission**") on June 11, 2024 (the "**Registration Statement**") under the Securities Act of 1933, as amended (the "**Securities Act**"), the base prospectus dated June 11, 2024 included therein (the "**Base Prospectus**"), and the related prospectus supplement to be filed with the Commission pursuant to Rule 424(b) under the Securities Act on October 31, 2024 (the "**Prospectus Supplement**," and together with the Base Prospectus, the "**Prospectus**"). The offering of the Placement Shares is referred to herein as the "**Offering**." The Placement Shares are to be sold from time to time by the Company as described in the Registration Statement, the Prospectus and the Offering Agreement. The Company has informed us that the Company intends to issue the Placement Shares, from time to time on a delayed or continuous basis pursuant to Rule 415 of the Securities Act.

As to matters of fact relevant to the opinions rendered herein, we have examined such documents, certificates and other instruments which we have deemed necessary or advisable, including a certificate addressed to us and dated the date hereof executed by the Company (the "**Opinion Certificate**"). We have not undertaken any independent investigation to verify the accuracy of any such information, representations or warranties or to determine the existence or absence of any fact, and no inference as to our knowledge of the existence or absence of any fact should be drawn from our representation of the Company or the rendering of the opinions set forth below. We have not considered parol evidence in connection with any of the agreements or instruments reviewed by us in connection with this letter.

In our examination of documents for purposes of this letter, we have assumed, and express no opinion as to, the genuineness and authenticity of all signatures on original documents, the authenticity and completeness of all documents submitted to us as originals, that each document is what it purports to be, the conformity to originals of all documents submitted to us as copies or facsimile copies, the absence of any termination, modification or waiver of or amendment to any document reviewed by us (other than as has been disclosed to us), the legal competence or capacity of all persons or entities (other than the Company) executing the same and (other than the Company) the due authorization, execution and delivery of all documents by each party thereto. We have also assumed the conformity of the documents filed with the Commission via the Electronic Data Gathering, Analysis and Retrieval System ("**EDGAR**"), except for required EDGAR formatting changes, to physical copies submitted for our examination.

The opinions in this letter are limited to the existing General Corporation Law of the State of Delaware now in effect (the “*Applicable Laws*”). We express no opinion with respect to any other laws.

In connection with our opinions expressed below, we have assumed that, (i) at or prior to the time of the delivery of any of the Placement Shares, there will not have occurred any change in the law or the facts affecting the validity of the Placement Shares, (ii) at the time of the offer, issuance and sale of any Placement Shares, no stop order suspending the Registration Statement’s effectiveness will have been issued and remain in effect, (iii) no future amendments will be made to the Company’s current certificate of incorporation (as amended from time to time, the “*Certificate of Incorporation*”), or the Company’s Amended and Restated Bylaws (the “*Bylaws*” and, together with the Certificate of Incorporation, the “*Charter Documents*”) that would be in conflict with or inconsistent with the Company’s right and ability to issue the Placement Shares, (iv) at the time of the issuance and sale of the Placement Shares, the Company will be validly existing as a corporation and in good standing under the laws of the State of Delaware; and (v) at the time of each offer, issuance and sale of any Placement Shares, the Company will have a sufficient number of authorized and unissued and unreserved shares of the applicable class or series of its capital stock included in (or purchasable upon exercise or conversion of) the Placement Shares so issued and sold (after taking into account all other outstanding securities of the Company which may require the Company to issue shares of such applicable class or series) to be able to issue all such shares.

We express no opinion regarding the effectiveness of any waiver or stay, extension or of unknown future rights. Further, we express no opinion regarding the effect of provisions relating to indemnification, exculpation or contribution to the extent such provisions may be held unenforceable as contrary to federal or state securities laws or public policy.

Based upon the foregoing, and subject to the qualifications and exceptions contained herein, we are of the opinion that the Placement Shares, to be issued and sold by the Company, have been duly authorized for issuance and, when issued, sold and delivered for consideration (of not less than par value per share of the Common Stock) and in the manner contemplated by the Offering Agreement and the Prospectus and in accordance with the resolutions duly adopted and to be duly adopted by the Company’s Board of Directors, or a duly authorized committee thereof (the “*Board*”) and to be duly adopted by the placement committee of the Board with respect to the offer, sale and issuance of the Placement Shares, will be validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Current Report on Form 8-K to be filed by the Company with the Commission in connection with the Offering and further consent to all references to us, if any, in the Registration Statement and the Prospectus constituting parts thereof and any amendments thereto. In giving this consent we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

[Concluding Paragraph Follows on Next Page]

This opinion is intended solely for use in connection with the issuance and sale of the Placement Shares subject to the Offering Agreement and is not to be relied upon for any other purpose. In providing this letter, we are opining only as to the specific legal issues expressly set forth above, and no opinion shall be inferred as to any other matter or matters. This opinion is rendered on, and speaks only as of, the date of this letter first written above, is based solely on our understanding of facts in existence as of such date after the aforementioned examination and does not address any potential changes in facts, circumstance or law that may occur after the date of this opinion letter. We assume no obligation to advise you of any fact, circumstance, event or change in the law or the facts that may hereafter be brought to our attention, whether or not such occurrence would affect or modify any of the opinions expressed herein.

Very truly yours,

/s/ Fenwick & West LLP

FENWICK & WEST LLP

AMENDMENT NO. 2 TO THE EQUITY DISTRIBUTION AGREEMENT

October 31, 2024

PIPER SANDLER & CO.
U.S. Bancorp Center
800 Nicollet Mall
Minneapolis, Minnesota 55402

Ladies and Gentlemen:

This Amendment No. 2 to the Equity Distribution Agreement (this "**Amendment**") is entered into as of the date first written above by Nurix Therapeutics, Inc., a Delaware corporation (the "**Company**"), and Piper Sandler & Co. (the "**Agent**"), that are parties to that certain Equity Distribution Agreement, dated August 4, 2021, and Amendment No. 1 thereto, dated July 11, 2024 (together, the "**Original Agreement**").

On the date hereof, the Company has filed or will file a Prospectus Supplement relating to the offering of \$300,000,000 of the Common Stock.

All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement.

The parties, intending to be legally bound, hereby amend the Original Agreement as follows:

1. The preamble to the Original Agreement is hereby deleted in its entirety and replaced with the following:

As further set forth in this agreement (this "**Agreement**"), Nurix Therapeutics, Inc., a company organized under the laws of Delaware (the "**Company**"), proposes to issue and sell from time to time through Piper Sandler & Co. (the "**Agent**"), as sales agent, the Company's common stock, par value \$0.001 per share (the "**Common Stock**"), having an aggregate gross offering price of up to \$300,000,000 (such shares of Common Stock to be sold pursuant to this Agreement, the "**Shares**") on terms set forth herein. Notwithstanding anything to the contrary contained herein, the parties hereto agree that compliance with the limitation set forth in Section 2 of this Agreement on the number of Shares issued and sold under this Agreement shall be the sole responsibility of the Company, and the Agent shall have no obligation in connection with such compliance.

2. Section 2(a)(v) is hereby deleted in its entirety and replaced with the following:

The compensation to the Agent for sales of the Shares, as an agent of the Company, shall be up to 3.0% of the gross sales price of the Shares sold pursuant to this Section 2(a), payable in cash (the "**Sales Commission**"). The remaining proceeds, after further deduction for any transaction fees imposed by any governmental or self-regulatory organization in respect of such sales, and reimbursement of expenses that the Agent may be entitled to pursuant to Section 3(g), shall constitute the net proceeds to the Company for such Shares (the "**Net Proceeds**").

3. The second sentence of Section 3(g) is hereby deleted in its entirety and replaced with the following

In addition to (iv) and (vi) above, the Company shall reimburse the Agent for its out-of-pocket expenses, including reasonable and documented fees and disbursements of the Agent's counsel in connection with this Agreement, the Registration Statement, the Prospectus and ongoing services in connection with the transactions contemplated hereunder, in an amount (i) not to exceed \$50,000 in connection with the execution of this Agreement and the filing of the Registration Statement and the Prospectus, and (ii) not to exceed \$50,000 in connection with the execution of Amendment No. 2 to this Agreement, dated October 31, 2024, and the filing of the Prospectus Supplement dated October 31, 2024.

4. All references in the Original Agreement to the "*Agreement*" shall mean the Original Agreement as amended by this Amendment; *provided, however*, that all references to "date of this Agreement" in the Original Agreement shall continue to refer to the date of the Original Agreement, unless amended otherwise herein and except with respect to Section 1, where references to "date of this Agreement" in the Original Agreement shall mean refer to each of the date of the Original Agreement and the date of this Amendment.

5. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflict of laws. Any legal suit, action or proceeding arising out of or based upon this Amendment or the transactions contemplated hereby or by the Original Agreement may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York or the courts of the State of New York, in each case located in the Borough of Manhattan in the City of New York (collectively, the "*Specified Courts*"), and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party's address set forth in the Original Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

6. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed amendment by one party to the other may be made by facsimile, electronic mail or other transmission method as permitted by applicable law, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. A party's electronic signature (complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) of this Amendment shall have the same validity and effect as a signature affixed by the party's hand.

If the foregoing correctly sets forth the understanding between the Company and the Agent, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Original Agreement between the Company and the Agent.

[Signature Page Follows]

Very truly yours,

PIPER SANDLER & CO.

By: /s/ Connor Leahey

Name: Connor Leahey

Title: Director

ACCEPTED as of the date first-above written:

NURIX THERAPEUTICS, INC.

By: /s/ Arthur T. Sands

Name: Arthur T. Sands

Title: Chief Executive Officer

[Signature page to Amendment to Equity Distribution Agreement]